

GOODSILL ANDERSON QUINN & STIFEL
A LIMITED LIABILITY LAW PARTNERSHIP LLP

PATRICIA M. NAPIER 3735-0

pnapier@goodsill.com

RANDALL C. WHATTOFF 9487-0

rwhattoff@goodsill.com

First Hawaiian Center, Suite 1600

999 Bishop Street

Honolulu, Hawai'i 96813

Telephone: (808) 547-5600

Facsimile: (808) 547-5880

Attorneys for Defendant

PRUDENTIAL LOCATIONS LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

VINCENT KHOURY TYLOR,

Plaintiff,

vs.

MARILOU LORICA; KAILUA
REALTY LTD., a Hawaii Corporation
dba CENTURY 21 KAILUA BEACH
REALTY; PRUDENTIAL
LOCATIONS LLC, a Hawaii Domestic
Limited Liability Company; JOHN
DOES 1-10; JANE DOES 1-10; DOE
CORPORATIONS 1-10; DOE
PARTNERSHIPS 1-10; and DOE
ASSOCIATIONS 1-10,

Defendants.

CV13 00279 SOM BMK
(Copyright Infringement)

STIPULATION FOR DISMISSAL
WITH PREJUDICE OF ALL
CLAIMS AND ALL PARTIES AND
ORDER

Trial Date: September 17, 2014
Judge: Hon. Susan O. Mollway

**STIPULATION FOR DISMISSAL WITH PREJUDICE OF ALL
CLAIMS AND ALL PARTIES AND ORDER**

IT IS HEREBY STIPULATED by and between Plaintiff Vincent Khoury Tylor (“Tylor”) and Defendants Marilou Lorica, Kailua Realty Ltd., dba Century 21 Kailua Beach Realty (“Defendant Century 21”), and Prudential Locations LLC that Tylor’s Complaint for Copyright Infringement and Digital Millennium Copyright Act Violations, filed on May 31, 2013 (Dkt. No. 1) and Defendant Century 21’s Cross-Claim for Declaratory Relief as to Defendant Marilou Lorica (Dkt. No. 14-1) are hereby dismissed with prejudice. This Stipulation is made pursuant to Rules 41(a)(1)(A)(ii) and 41(c) of the Federal Rules of Civil Procedure and Rule 41.1 of the Local Rules of Practice for the United States District Court for the District of Hawai’i.

There are no remaining claims or parties. Each party shall bear its own costs and attorneys’ fees. This Stipulation is signed by counsel for all parties that have appeared in this action. Trial was set for September 17, 2014 before the Honorable Susan O. Mollway in this action. This Court shall retain jurisdiction to resolve any disputes or actions related to the Mutual Settlement and Release Agreement between the parties dated as of January 16, 2014. *See Kokkonen v. Guardian Life Ins.*, 511 U.S. 375, 381-82 (1994) (holding that where dismissal is

pursuant to Rule 41(a)(1)(A)(ii), a District Court is authorized to retain jurisdiction over the settlement contract if the parties agree).

DATED: Honolulu, Hawai'i, February 28, 2014.

/s/ J. Stephen Street

J. STEPHEN STREET
DANE ANDERSON

Attorneys for Plaintiff

DATED: Honolulu, Hawai'i, February 28, 2014.

/s/ Sarah M. Love

CRYSTAL K. ROSE
SARAH M. LOVE

Attorney for Defendant
MARILOU LORICA

DATED: Honolulu, Hawai'i, March 4, 2014.

/s/ Roy F. Hughes

ROY F. HUGHES

Attorney For Defendant
KAILUA REALTY LTD., DBA
CENTURY 21 KAILUA BEACH
REALTY

DATED: Honolulu, Hawai'i, February 28, 2014.

/s/ Randall C. Whattoff

PATRICIA M. NAPIER

RANDALL C. WHATTOFF

Attorneys for Defendant

PRUDENTIAL LOCATIONS LLC

APPROVED AS TO FORM:

DATED: Honolulu, Hawaii; March 4, 2014.



/s/ Susan Oki Mollway

SUSAN OKI MOLLWAY

CHIEF UNITED STATES DISTRICT JUDGE

Stipulation for Dismissal With Prejudice of All Claims and All Parties and Order
Vincent Khoury Tylor v. Marilou Lorica, et al., CV13 00279 SOM BMK U.S. District
Court D. Hawai'i